

**REVISED**

(213) 240-8101

April 17, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ENTER INTO 29 NEW ALCOHOL AND DRUG SERVICES  
AGREEMENTS WITH PROPOSITION 36 SERVICES PROVIDERS  
AS A RESULT OF A REQUEST-FOR-PROPOSALS**

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to offer and sign 29 new alcohol and drug services agreements, substantially similar to Exhibit I, with the alcohol and drug services providers selected as a result of a Request-for-Proposals and listed

on Attachment C, to provide alcohol and drug nonresidential and residential program services, in accordance with the requirements of the Substance Abuse and Crime Prevention

Act of 2000-Proposition 36, effective upon Board approval through June 30, 2006, for a total maximum County obligation of \$7,962,500, consisting of State Proposition 36 funds,

and there is no net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving the recommended action, the Board is approving 29 new agreements with alcohol

and drug service providers selected as a result of a Request-for-Proposals (RFP), for the provision of alcohol and drug nonresidential and residential program services in accordance with

the requirements of the Substance Abuse and Crime Prevention Act of 2000 (Proposition 36 or

the Act), effective upon Board approval through June 30, 2006.

Approval of this action will expand the current network of Proposition 36 service providers, by

providing new services to those populations and geographic areas identified as unserved since the

initial implementation of the Proposition 36 program services in Los Angeles County on July 1,

2001.

**FISCAL IMPACT/FINANCING:**

The County maximum obligation for the 29 new alcohol and drug services agreements for Fiscal

Years (FYs) 2002-03 through 2005-06 is \$7,962,500 (\$612,500 for FY 2002-03; \$2,450,000 for

FY 2003-04; \$2,450,000 for FY 2004-05; and \$2,450,000 for FY 2005-06). The

agreements will be effective upon Board approval through June 30, 2006 and are 100% offset by State Proposition 36 funds. There is no net County cost. See Attachment C for each provider's maximum obligation.

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Funding is included in the Department of Health Service (Department or DHS) FY 2002-03

Board Adopted Budget and will be requested as ongoing appropriation in future fiscal years.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 7, 2000, California voters passed Proposition 36, which amended existing drug

sentencing laws to require that criminal defendants convicted of certain non-violent drug possession offenses be placed in a licensed or certified community-based drug treatment program

as a condition of probation instead of incarceration. The Act also appropriated \$60 million from

the State General Fund to the Substance Abuse Treatment Trust Fund for FY 2000-01 and \$120

million annually thereafter through FY 2005-06 for distribution annually to counties to cover the

costs of drug treatment programs.

On May 15, 2001, the Board approved a Los Angeles County Plan for implementing the Act,

which meets the requirements of Chapter 2.5, Title IX of the California Code of Regulations.

This plan was submitted to the SDADP, as required, to enable the County to receive the funds.

Los Angeles County received its allocation of \$31,299,464 for FY 2001-02 pursuant to the Act to

provide community-based drug treatment program services for eligible drug offenders.

On June 19, 2001, the Board approved alcohol and drug services agreement renewals for FY

2001-02 through FY 2005-06 and allocated Proposition 36 funds to those contractors that provided community-based substance abuse treatment and recovery program services through

administrative amendments.

On May 21, 2002, the Board approved the County Plan which complied with the regulatory

requirements of the Act and provided for the preliminary allocations of \$30,348,378 in State

Proposition 36 funds and \$2,305,726 in Federal Substance Abuse Prevention and Treatment

Block Grant funds for FY 2002-03, enabling County to continue to provide community-

based

drug treatment, drug testing and other necessary services for eligible drug offenders beginning

July 1, 2002.

On September 24, 2002, DHS ADPA released a RFP for Proposition 36 Program Services. A

bidders' conference along with an addendum process were successfully completed and seventytwo

(72) providers responded to the RFP. Proposals for nonresidential and residential services from 29 service providers were recommended for a contract award as a result of the RFP. The recommended 29 new agreements do not impact the DHS System Redesign as they are

100% funded by State Proposition 36 funds and there is no net County costs. The agreements

may be terminated immediately for breach or for convenience upon 30 days advance notice by

either party.

Exhibit I has been approved as to use and form by County Counsel.

Attachments A, B and C provide additional information.

#### CONTRACTING PROCESS:

A RFP process was successfully completed by ADPA and 29 service providers were recommended for a contract award as a result.

The RFP was advertised on the DHS ADPA web site.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will expand the current network of Proposition 36 service

providers, by providing new services to those populations and geographic areas identified as

unserved since the initial implementation of the Proposition 36 program services in Los Angeles

County on July 1, 2001.

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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:lvb

Attachments (4)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

BLTRCD2756.LVB

03/13/2003

ATTACHMENT A

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICES:

Alcohol and drug nonresidential and residential Proposition 36 program services provided to criminal defendants convicted of certain non-violent drug possession offenses as a condition of their probation instead of incarceration, in accordance with the Substance Abuse and Crime Prevention Act of 2000.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

See Attachment B.

3. TERM:

Effective upon Board approval through June 30, 2006.

4. FINANCIAL INFORMATION:

The County maximum obligation for the 29 new alcohol and drug services agreements for

Fiscal Years (FYs) 2002-03 through 2005-06 is \$7,962,500 (\$612,500 for FY 2002-03; \$2,450,000 for FY 2003-04; \$2,450,000 for FY 2004-05; and \$2,450,000 for FY 2005-06).

The agreements will be effective upon Board approval through June 30, 2006 and are 100%

offset by State Proposition 36 funds. There is no net County costs. See Attachment C for each provider's maximum obligation.

Funding is included in the DHS FY 2002-03 Adopted Budget and will be requested as ongoing appropriation in future FYs.

5. GEOGRAPHIC AREAS SERVED:

All Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration (ADPA)

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

ADPA: Patrick L. Ogawa, Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (as to form): Robert E. Ragland, Deputy County Counsel

BLTRCD2756.LVB

lvb:03/13/03

**EXHIBIT I**

Contract No.

ALCOHOL AND DRUG SERVICES AGREEMENT

(Proposition 36)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day

of \_\_\_\_\_, 2003,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by Division 10.5 of the Health and Safety Code commencing with

Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;

Title 9 of the California Code of Regulations ("CCR"), Division

4; Government Code Section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health

and Safety Code Sections 11754 and 11775, and by Government Code

Section 53703; and

WHEREAS, to the extent this Agreement is funded by the Substance Abuse Treatment Trust Fund, also by Division 10.8 of

the Health and Safety Code Sections 11999.4 through 11999.13;

Title 9 of the California Code of Regulations ("CCR"), Sections

9530, 9532, 9533, 9535, 9540, and 9545; and

WHEREAS, to the extent this Agreement is funded by General Relief ("GR") funds, also by Welfare and Institutions Code Sections 17000 and 17001.5; and

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WHEREAS, to the extent this Agreement is funded by Statham funds, also by Penal Code Section 1463.16; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Proposition 36", as used in this Agreement, refers to the Substance Abuse and Crime Prevention Act

of 2000; and

WHEREAS, the terms "alcohol services" and "drug abuse services" have been combined under this Agreement and are now

collectively referred to as "alcohol and drug services"; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient",

and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_, and the term "Schedules"

refers to Schedule(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_, (and when applied, the

term "Budgets" refers to Budget[s] \_\_\_\_, \_\_\_\_, and \_\_\_\_),

inclusively, unless otherwise noted; and  
WHEREAS, the term "Director", as used in this Agreement,  
refers to County's Director of the Department of Health  
Services  
or his/her authorized designee; and

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WHEREAS, the term "fiscal year", as used in this Agreement,  
refers to County's fiscal year which commences July 1 and  
ends  
the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective  
upon the date of its approval by County's Board of  
Supervisors  
and shall continue in full force and effect to and  
including  
June 30, 2006.

In any event, this Agreement may be canceled or terminated  
at any time by either party, with or without cause, upon  
the  
giving of at least thirty (30) calendar days advance  
written  
notice to the other. Further, County may also suspend the  
performance of services hereunder, in whole or in part,  
upon the  
giving of at least a thirty (30) calendar days advance  
written  
notice to Contractor. County's notice shall set forth the  
extent  
of the suspension and the requirements for full restoration  
of  
the performance obligations.

County may also terminate this Agreement immediately upon  
the occurrence of any of the following events: (1) Federal  
and/or State funds are not available for this Agreement or  
for  
any portion hereof; (2) to the extent funding for this  
Agreement  
is contingent on the review and recommendation for approval  
by  
the Local Lead Agency, such as ADPA, or any local agency  
designated by the ADPA to administer such review and  
recommendation, or by SDADP and such review or approval is  
not

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given; (3) to the extent that Contractor is approved to  
provide

narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn;

(4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

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A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate participant transfer or referral is

indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), Financial Services Division, within forty-five (45)

calendar days after such termination date, an annual cost  
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report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Provider or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Provider. The County shall first deduct any unpaid balance from any final settlement amounts which may be due the Provider to enable the County to fully recoup the entire unpaid balance,

and to the extent these amounts are insufficient to enable County to fully recoup and entire balance, Provider agrees to remit by cashiers check and remaining unpaid balance to the County within 10 days of final settlement.

## 2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following

documents, which are attached hereto and incorporated herein

by reference:

(1) Exhibit A - Alcohol and Drug Nonresidential Services (Proposition 36)

(2) Exhibit B - Alcohol and Drug Residential (Proposition 36)

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(3) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH  
SERVICES - ALCOHOL AND DRUG PROGRAM  
ADMINISTRATION - ALCOHOL AND DRUG SERVICES  
AGREEMENT - July 1, 2002

(4) County of Los Angeles, Department of Health  
Services, Alcohol and Drug Program  
Administration, Proposition 36, Substance Abuse  
and Crime Act of 2001, Service Provider Manual,  
Version 1.0, June 2001.

(5) County of Los Angeles, Department of Health  
Services, Alcohol and Drug Program  
Administration, Proposition 36, Substance Abuse  
and Crime Act of 2000, Standards and Practices,  
Version 1.0, September, 2002.

Contractor hereby acknowledges receipt of the above  
referenced documents numbers (1) through (3) attached  
hereto, and numbers (4) and (5) not attached hereto. In  
addition, Contractor further acknowledges receipt of any  
applicable Schedule(s), Budget(s), and/or Statement of Work  
forms (which further defines the rates and services to be  
provided by Contractor herein), as referenced and attached  
to the above listed Exhibit(s).

B. The quality of service(s) provided under this  
Agreement shall be at least equivalent to the same services  
which Contractor provides to all other participants it  
serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not  
the exclusive provider to County of alcohol and drug  
services to  
be provided under this Agreement, that County has, or  
intends to  
enter into, contracts with other providers of such  
services, and

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that County reserves the right to perform the services with  
its  
own County personnel. During the term of this Agreement,  
Contractor agrees to provide County with the services  
described  
in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period "Effective Date" through June 30,  
2003, the maximum obligation of County for all services  
provided under this Agreement is  
Dollars (\$ ).

This sum represents the total maximum obligation of County  
as shown in the Exhibit(s) , attached hereto.

B. During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided under this Agreement is Dollars (\$ ).

This sum represents the total maximum obligation of County as shown in the Exhibit(s) , attached hereto.

C. During the period July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided under this Agreement is Dollars (\$ ).

This sum represents the total maximum obligation of County as shown in the Exhibit(s) , attached hereto.

D. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services  
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provided under this Agreement is Dollars (\$ ).

This sum represents the total maximum obligation of County as shown in the Exhibit(s) , attached hereto.

E. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth

in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the  
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REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s)

(any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding

any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In

the event that funds are not appropriated for this Agreement,

then this Agreement shall be deemed to have terminated on June

30th of the prior fiscal year. County shall notify

Contractor in

writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and

appointed officers, employees, and agents from and against any

and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with Contractor's acts

and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of

this Agreement, Contractor shall provide and maintain, and shall

require all of its subcontractors to maintain, the following

programs of insurance specified in this Agreement. Such

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insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and

such coverage shall be provided and maintained at Contractor's

own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to

commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the

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right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

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D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

- (1) Any accident or incident relating to services

performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

#### 9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising

Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of

liability of not less than \$1 Million for each accident.  
Such insurance shall include coverage for all "owned",

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"hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering

liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior

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County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority

control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

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Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be

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approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(S) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the

subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

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E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor,

or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

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H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the



behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they

are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to

Contractor by ADPA; as well as all other applicable Federal,

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State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5,

Article 2 (Treatment of Addicts for Addiction) [Sections 11215, et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Sections 1000, et seq.]; Drug

Abuse Prevention Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA"), including Title 21 CFR Section 291.505, and the Drug Enforcement Administration ("DEA"); as

well as all other applicable Federal, State, and local laws,

regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a

reference to any amendment thereto as of the effective date

of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any

applicable statute, regulation or other document not

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prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a

part of the operative provisions of this Agreement and are fully

`binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement

body and its Additional Provisions, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated

herein by reference (e.g., Budget[s] and/or Statement of Work

forms), the language in this Agreement and its Additional Provisions, shall govern and prevail.

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16. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions, Exhibit(s), Schedule(s), and any Budget(s)

and/or Statement of Work forms, attached hereto, fully expresses

all understandings of the parties concerning all matters covered

and shall constitute the total Agreement. No addition to, or

alteration of, the terms of this Agreement, whether by written or

verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at .

Contractor's primary business telephone number is ( ) and facsimile/FAX number is ( ) . Contractor shall notify County, in writing, of any changes made to Contractor's

primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business

address, business telephone number and/or facsimile/FAX number

used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified

mail, return receipt requested, postage prepaid, attention to the

parties at the addresses listed below. Director is authorized to

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execute all notices or demands which are required or permitted by

County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working

calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services

Contracts and Grants Division

313 North Figueroa Street, Sixth Floor-East

Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Health Services

Alcohol and Drug Program Administration

1000 South Fremont Avenue

Building A-9 East, Third Floor

Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1)

Attention:

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized

officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

Contractor

By

Signature

Print Name

Title

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM

BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN

County Counsel

APPROVED AS TO CONTRACT

ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_

Acting Chief, Contracts and

Grants Division

03/17/2003

ADCD2127.LVB

ADCD1451.RW 11/03/2001

EXHIBIT

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(Proposition 36)

1. DEFINITION: Alcohol and Drug Nonresidential Services (or "nonresidential alcohol and drug services") are those alcohol and drug treatment and recovery services which are provided in a drug-free, non-drinking environment, that are directed towards

alleviating and/or preventing alcohol and drug problems among individuals, or participants, which does not require residency at a provider's facility as part of the treatment and recovery process. Services include crisis intervention, counseling, and client referral services. Participants may be referred for medical detoxification services, residential and recovery house services, methadone treatment program services, psychiatric services, or other treatment services deemed appropriate by Contractor (and approved by Director). Based upon the continuing treatment needs of a participant, duration of any participant's treatment shall not exceed twelve

(12) months without the prior written approval of the Director.

2. PERSONS TO BE SERVED: Persons to be provided nonresidential alcohol and drug services are individuals, or participants, residing in Los Angeles County, who are deemed to be eligible for services and referral by a community

- 2 -

assessment and service center. Nonresidential alcohol and drug services shall be made available to men and women of all ages, and to all ethnic and special population groups as identified in County's Alcohol and Drug Master Plan.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where nonresidential alcohol and drug services are to be provided, and the days and

hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at

. Contractor's facility telephone number is ( ) and facsimile/FAX number is ( ) .

Contractor's facility days and hours of operation are

.

Facility 2 is located at

. Contractor's facility telephone number is ( ) and facsimile/FAX number is ( ) .

Contractor's facility days and hours of operation are

.

Contractor shall obtain prior written approval from Director at least thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform

- 3 -

Director at least ten (10) days prior to the effective date(s) thereof.

#### 4. MAXIMUM OBLIGATION:

A. During the period of through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

C. During the period of July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s)

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and Budget(s), attached hereto and incorporated herein by

reference.

D. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in the Schedule(s), referred to above and attached hereto.

For the period of , 2003 through December 31, 2003, County agrees to compensate Contractor for services provided to participants under this Agreement, for actual reimbursable costs as set forth in the Schedule(s) and Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statement.

For the period of January 1, 2004 through June 30, 2006, County agrees to compensate Contractor for services provided to participants under this Agreement, at the fee-for-service rate

- 5 -

per individual unit and fee-for-service rate per client attending a group unit, as set forth in the Schedule(s) referred to above, and attached hereto.

In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

#### 6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein

by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder. Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.)

Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement.

Program goals and objectives shall be submitted by Contractor within

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thirty (30) days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may,



at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Patient Reporting System for both intake and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality

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assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group. Contractor will participate in the Los Angeles County Evaluation and Outcome Reporting Program, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this

Paragraph, shall constitute a material breach of contract and

this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; participant identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and participant; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake

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information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes. Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide the following specific services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. The specific services to be provided by

Contractor hereunder are as follows:

A. Conduct intake and client assessment/evaluation, including documentation of admission requirements, and medical and psychosocial histories.

B. Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified client in crisis, to alleviate problems which present an imminent threat to the health of the client.

C. Provide individual, group, family, and collateral counseling in accordance with the client's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

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D. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse.

E. Refer client for any services deemed appropriate for contributing to client's rehabilitation. Such services shall not be charged to County, nor be reimbursable to Contractor, hereunder.

F. Provide, as needed, for the referral of clients to appropriate residential detoxification and residential drug free programs, satellite housing and to social services and mental health programs for other services.

G. Contractor shall follow up with former clients in accordance with Contractor's written policies and procedures

which shall be approved by Director prior to commencement of this Agreement.

H. Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

I. Provide peer support discussion groups.

J. Contractor shall provide additional specific services, in accordance with the Treatment Program Procedures for Proposition 36 participants, as outlined in Attachment I, attached hereto and incorporated herein by reference.

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9. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of full time equivalent ("FTE") positions budgeted to the program hereunder is .

B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is .

C. Contractor shall provide a minimum of 1,601 actual service hours for each dedicated FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of service hours during the Agreement term (Item B x Item C).

10. SERVICE GOALS AND OBJECTIVES: In the interest of evaluating the services provided hereunder, Contractor's performance will be measured by ADPA to determine the

extent to which the service goals and objectives listed below have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County

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access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

A. The alcohol and drug nonresidential services program shall provide individual units.

B. The alcohol and drug nonresidential services program shall provide group units.

C. Participants shall receive a minimum of two (2) units of service per week.

For purposes of this Agreement, the definition of an "individual unit" is a fifty (50) minute face-to-face visit; and

a "group unit" is a ninety (90) minute session for a minimum of four (4) to a maximum of ten (10) individuals to receive services.

11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database. In order to access the Treatment Courts and Probation exchange (TCPX) web-based system for Proposition 36, Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide

maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any

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hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/30/2001

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(COST)

SCHEDULE (1 of 5)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(Proposition 36)

Period of

(\_\_/\_\_/03-

06/30/03)

1. Maximum Allocation ..... \$

2. Projected Revenues ..... \$

3. Projected Total Gross Program Cost ..... \$

(Item 1 plus Item 2)

4. Maximum Monthly Amount/Allocation ..... \$

(Item 1 divided by the number of

months in applicable period)

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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(COST)

BUDGET (2 of 5)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

( , 2003 through June 30, 2003)

(Proposition 36)

ITEM AMOUNT

Salaries \$

Facility Rent/Lease

Equipment Leases

Services and Supplies

Administrative Overhead

Gross Budget\* \$

\* Contractor may revise the amount of any existing line item(s)

by a maximum of ten percent (10%) of the gross budget without

prior written approval, and not more than twenty-five (25%) of

the gross budget with prior written approval from Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in the maximum obligation during the non-provisional period of this Agreement.

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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(COST)

SCHEDULE (3 of 5)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(Proposition 36)

Period of

(07/01/03-

12/31/03)

1. Maximum Allocation ..... \$
2. Projected Revenues ..... \$
3. Projected Total Gross Program Cost ..... \$  
(Item 1 plus Item 2)
4. Maximum Monthly Amount/Allocation ..... \$  
(Item 1 divided by the number of  
months in applicable period)

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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(COST)

BUDGET (4 of 5)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(July 1, 2003 through December 31, 2003)

(Proposition 36)

ITEM AMOUNT

Salaries \$

Facility Rent/Lease

Equipment Leases

Services and Supplies

Administrative Overhead

Gross Budget\* \$

\* Contractor may revise the amount of any existing line item(s)

by a maximum of ten percent (10%) of the gross budget without

prior written approval, and not more than twenty-five (25%)

of  
the gross budget with prior written approval from Director  
or  
his authorized designee. Therefore, any increase in any  
line  
item(s) of the budget shall be offset by a corresponding  
decrease in the other line item(s) of the budget. In any  
event, any revisions made in the gross budget, shall not  
result in any increase in the maximum obligation during the  
non-provisional period of this Agreement.

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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(FFS)(I&G)

SCHEDULE (5 of 5)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(Proposition 36)

Period of Period of Period of  
(01/01/04- (07/01/04- (07/01/05-  
06/30/04) 06/30/05) 06/30/06)

1. Units of Service:

A. Individual Units.....

B. Group Units.....

2. Maximum Allocation..... \$ \$ \$

3. Projected Revenue..... \$ \$ \$

4. Projected Total Gross Program Cost..... \$ \$ \$

(Item 2 plus Item 3)

5. Fee-for-Service Rate:

A. Per Individual Unit..... \$ \$ \$

B. Per Client in a Group Unit..... \$ \$ \$

6. Maximum Monthly Amount/Allocation..... \$ \$ \$

(Item 2 divided by the number of  
months in applicable period)

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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(Name of Agency)

(Contract No. ; Exhibit )

STATEMENT OF WORK

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

(Proposition 36)

OVERALL GOAL: Contractor shall indicate the overall goal to  
be achieved by Contractor's program. A goal is a broad  
statement

(i.e., statement of work or mission statement) which  
describes

the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Services and Overall Goal:

.  
A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

04/16/2003

ADCD2129.LVB

ADCD1455.RW11/03/2001

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Attachment I

#### **TREATMENT PROGRAM PROCEDURES**

The contracted Community Assessment Service Centers ("CASCs") shall conduct individual assessments for eligible Substance Abuse and Crime Prevention Act of 2000 ("Proposition 36") participants.

The Addiction Severity Index, a nationally recognized substance abuse assessment instrument, shall be used by all CASCs and treatment providers to initially assess participants and to monitor participant treatment outcomes. The CASCs shall make referrals to community-based treatment providers which will allow the participant to access the level of treatment services and other needed human services commensurate with the severity of the conditions identified.

Treatment services shall consist of a three-level system increasing in duration and intensity depending on the assessed

severity of the participant's substance abuse problem.

Minimum

duration is three (3) months for the lowest level of severity, six (6) months for mid-level severity and nine (9) months for the



most severe level. All levels of treatment shall included drug testing.

1. Level I - Minimum participation in treatment is three (3)

months: Proposition 36 participants requiring a low level of

outpatient treatment shall receive services which, at a minimum

shall include:

A. Intake, orientation, and evaluation;

- 2 -

B. Development of a treatment plan;

C. Individual, family and/or group counseling sessions, including alcohol and other drug education;

D. Participation in self-help meetings;

E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);

F. Referral to alcohol and drug free living facilities, as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training,

vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

the completion of three (3) months. Based on the assessment of

the treatment provider and in collaboration with Probation and

the Court, the services within this level may be adjusted as

deemed appropriate by the designated Proposition 36 Court.

- 3 -

2. Level II - Minimum duration in treatment services is six (6) months: Participants may require one or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a nonresidential

facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

- (1) Replacement narcotic therapy;
- (2) Evaluation of medical, employment, alcohol, criminal and psychological problems;
- (3) Screening for diseases that are disproportionately represented in the opiate abusing population;
- (4) Monitoring for illicit drug use;
- (5) Counseling by addiction counselors that are evaluated through ongoing supervision; and
- (6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

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C. Day care Habilitative Treatment Services - A planned program of services in a social setting structure to maximize

recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than 24-hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twentyfour (24) hour live-in program with structured treatment and recovery services.

All participants in Level II shall receive the following services:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Participation in self-help meetings;
- D. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- E. Referral to alcohol and drug free living facilities, as appropriate;
- F. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

G. Random, observed drug testing;

H. Thirty (30) day initial treatment plan to Probation/Court; and

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I. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the

Court, the services within this level may be adjusted as deemed

appropriate by the designated Proposition 36 Court.

3. Level III - Minimum duration in treatment services is nine (9) months: Participants may require one (1) or more of the

following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a nonresidential

facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

(1) Replacement narcotic therapy;

(2) Evaluation of medical, employment, alcohol, criminal and psychological problems;

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(3) Screening for diseases that are disproportionately represented in the opiate abusing population;

(4) Monitoring for illicit drug use;

(5) Counseling by addiction counselors that are evaluated through ongoing supervision; and

(6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Day care Habilitative Treatment Services - A planned program of services in a social setting structure to

maximize

recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than twenty-four (24) hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twentyfour (24) hour live-in program with structured treatment and recovery services.

All participants in Level III shall receive the following services:

A. Intake, orientation, and evaluation;

B. Development of a treatment plan;

C. Admission into a detoxification program, as appropriate;

D. Participation in self-help meetings;

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E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);

F. Referral to alcohol and drug free living facilities, as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Monthly Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the

Court, the services within this level may be adjusted as deemed

appropriate by the designated Proposition 36 Court.

4. Aftercare Services: All Proposition 36 participants, regardless of level, shall participate in six (6) months of aftercare or continuing care. Aftercare can occur in a variety

of settings, such as periodic outpatient meetings, relapse/recovery groups, self-help groups, and half-way houses.

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Services may include relapse prevention, alumni activities and mentorship programs.

5. Changes of Level of Services: Depending upon each individual's progress, or lack thereof, changes in the level of treatment may be needed. Each treatment provider is responsible for providing timely reports to Probation and/or the Court regarding the participant's progress, and Probation is responsible for relaying this information along with a report on the participant's compliance with his/her conditions of probation to the Court. Reports from the provider shall be transmitted electronically. Positive drug test or non-compliance with treatment plans shall be reported within forty-eight (48) hours.

Services shall be modified to meet the individual needs of the participant. Recommendations for increased or decreased levels of treatment or the participant's amenability to treatment, shall be made jointly by the Deputy Probation Officer and treatment counselor. The Courts shall be notified of a change in the level of services and/or the participant may be returned to Court for a change of level order, as appropriate.

06/21/2002

ADCD2131.rb ADCD1460.RW11/03/2001

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - March 2003

03/13/2003

CD2753.LVB

ADCD01948.LVB 04/10/2002

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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION  
ALCOHOL AND DRUG SERVICES AGREEMENT - March 2003  
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03/13/2003

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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - March 2003

1. ADMINISTRATION: County's Director of Health Services or his/her designee(s) (hereafter collectively "Director") shall

have the authority to administer this Agreement on behalf of

County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review

and monitor Contractor's programs, policies, procedures, and

financial and/or other records, and to inspect its facilities, or

work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to

and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another

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business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business



organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill therefor.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to

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include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and

dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, AP-5

members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

### 3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency.

Contractor's Board of Directors shall be comprised of a

minimum of not less than five (5) members, who are all at AP-6

least eighteen (18) years of age and should include representatives of special population group(s) being served;

shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board

meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel

management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The AP-7

advisory board, or group, shall consist of people who reside

in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with

the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable AP-8 State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein. Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during

the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and AP-9 County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate. Contractor shall provide appropriate training/staff development for its administrative, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs. Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all

administrative and service staff employed by Contractor.

A. Sobering, Detoxification, and Residential Services:

If sobering, detoxification, or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary

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resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires

immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) Employees and volunteers working directly with youth shall pass a thorough background check, including criminal background.

(2) Employees working with youth shall have at least six (6) months prior experience in a youth program or six (6) months prior experience working with youth.

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(3) Counselors working with youth shall be certified by a recognized alcohol and other drug addiction counselor credentialing organization.

(4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include this prohibition policy as

part of an overall participant's rights statement given the

participant at the time of admission and Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or AP-12 mental handicap, in accordance with requirements of Federal and State laws or in any manner on the basis of the participant's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility,

membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation. In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

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Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a



conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or AP-14

applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex,

age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

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mental handicap, or sexual orientation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to

verify compliance with the anti-discrimination provisions of

this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County

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reserves the right to determine independently that the antidiscrimination

provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards

Act, and shall indemnify, defend, and hold harmless County, its

agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated

damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

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8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF

REFERRALS: Contractor agrees to give priority to individuals referred to Contractor for services by County's Department of

Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before

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non-DCFS and non-DPSS referred individuals, and shall also be

admitted to residential programs before non-DCFS and non-DPSS

referred individuals. Regardless of priority status, DCFS and

DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and

encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided services hereunder, participant's eligibility to receive alcohol

and drug services, and financial coverage (Medi-Cal, insurance,

or other third party payer), must be determined and confirmed by

Contractor. Within ninety (90) calendar days after a participant

is first given services hereunder, Contractor shall document that

all potential sources of payments to cover the costs of participant services hereunder have been identified and that

Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this

Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal,

insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in

accordance with RECORDS AND AUDITS Paragraph of this Agreement.

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11. PARTICIPANT FEES: If Contractor provides participants with alcohol and drug services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11991.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, (medical) insurance, or other third party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County AP-20

Department of Health Services Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process

Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto.

Contractor will be paid the lesser of the monthly  
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maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, [medical] insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount  
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as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY

Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (who requires such information to generate reports that are sent to the State), within the date(s) specified, then County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such

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time that such report(s) is(are) delivered to the State or County.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, County may withhold a maximum of ten percent (10%) of any claim for payment by Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement. This ten percent (10%) withholding may be invoked for any succeeding month

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or months for reports or data not delivered in a

complete and correct form for any given month.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold a maximum of ten percent (10%) of any claim for payment by Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits. This ten percent (10%) withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, not more than ten percent (10%) of any one month's claim may be withheld under AP-25

this provision except as specified in subparagraph A.(5)a. and A.(5)b. of this PAYMENT Paragraph hereinabove. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs (1) through (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost



reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

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(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make a preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within fortyfive (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds

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that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefor by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Health Services Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the

body of this Agreement.

Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

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(3) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the

basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of the California Code of Regulations; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and

applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year

audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

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### 13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public

Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as

determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an  
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amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor,

or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to  
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other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice

of such reallocation to Contractor and to County's Chief Administrative Officer ("CAO"). Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

#### 14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at

a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws AP-32

and regulations and with the procedures specified in the Los

Angeles County Alcohol Program - Description of Service Activities - July 1, 1993 and the Department of Health Services Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit

findings applicable to such services are resolved, whichever

is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall

be made available at reasonable times to authorized

representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any AP-33

additional record requirements which may be included in the Exhibits(s) attached hereto.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Health Services Substance Abuse Program Contract Financial Handbook provided by County

to Contractor. Contractor hereby acknowledges receipt from County of the Department of Health Services Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, AP-34

a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor shall agree that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Health Services Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug

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services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

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c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system. and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Health Services Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements are to be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

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E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived by written notice by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent Auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt

of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement. The independent auditor's workpapers shall be retained at least three (3) years following the completion of the

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audit, unless the auditor is notified in writing by County

to extend the retention period. Audit workpapers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents,

and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with

a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Health Services - Financial Services Division, within thirty

(30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

#### 15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their



equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding

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whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

By no later than ten (10) calendar days after the reporting month for which the data is collected, the Los

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Angeles County Participant Reporting System (HSPA 45) form and California Alcohol and Drug Data System, Provider Summary Report (ADP 7365 [PSR]).

Failure by Contractor to submit the required monthly reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall submit to the ADPA monthly the following reports:

(1) By no later than ten (10) calendar days after the last day of the reporting month, the Perinatal Services Monthly Report.

(2) By no later than ten (10) calendar days after the last day of the month following the infant's birth month, the ADP Perinatal Services Supplemental Infant Data Form.

Failure by Contractor to submit the required monthly

reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

E. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities

as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide

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Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's

Department of Health Services Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost

report, and if applicable, one (1) original and one (1) copy

of the Drug/Medi-Cal Performance Report for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles,

using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be

submitted within forty-five (45) calendar days after such

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termination or cancellation date to County's Department of Health Services FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not

limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement.

Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally

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required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person

as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during

the  
term of this Agreement, all appropriate licenses, permits,  
registrations, accreditations, and certificates required by  
Federal, State, and local laws, regulations, guidelines and  
directives for the operation of its facility(ies) and for  
the  
provisions of services hereunder. Contractor shall ensure  
that  
all of its officers, employees, and agents who perform  
services  
hereunder, obtain and maintain in effect during the term of  
this  
Agreement, all licenses, permits, registrations,  
accreditations,  
and certificates required by Federal, State, and local  
laws,  
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regulations, guidelines and directives which are applicable  
to  
their performance hereunder. Contractor shall send a copy  
of  
each license, permit, registration, accreditation, and  
certificate to the ADPA within ten (10) calendar days  
following  
the execution of this Agreement.

#### 20. RESTRICTIONS ON LOBBYING:

##### A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for  
Contractor's  
services under this Agreement, Contractor shall comply with  
all certification and disclosure requirements prescribed by  
Section 319, Public Law 101-121 (Title 31 U.S.C., Section  
1352) and any implementing regulations, and shall ensure  
that each of its subcontractors receiving funds provided  
under this Agreement also fully comply with all such  
certification and disclosure requirements.

##### B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall

fully comply with the County Lobbyist Ordinance, Los  
Angeles

County Code Chapter 2.160. Failure on the part of  
Contractor or any County lobbyist or County lobbying firm  
retained by Contractor to fully comply with the County  
Lobbyist Ordinance shall constitute a material breach of  
contract upon which Director may suspend or County may

immediately terminate this Agreement.

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21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in

writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3

(commencing

with Section 6150) of the Business and Professions Code of the

State of California (i.e., State Bar Act provisions regarding

unlawful solicitation as a runner or capper for attorneys) and

shall take positive and affirmative steps in its performance

hereunder to ensure that there is no violation of such provisions

by its employees. Contractor shall utilize the attorney referral

services of all those bar associations within Los Angeles County

that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence

County's approval or ongoing evaluation of such services.

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B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and

complete description of all relevant circumstances.

### 23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or AP-48

obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy

of Contractor or its giving an assignment for the benefit of

creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

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D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal,

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State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities)

where services are provided under provisions of this Agreement are

operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti

abatement, refuse removal, fire safety, landscaping, and in full

compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a

review of compliance with the provisions of this Paragraph.

25. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et

seq. (Drug Free Work Place Act of 1990) and will provide a

drug

free work place, in the provision of services herein, by taking

the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) work place, including a statement specifying the actions that will

be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

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B. Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about

all of the following:

- (1) The dangers of drug abuse in the work place;
- (2) The person's or organization's policy of maintaining a drug free work place;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug free policy statement; and
- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the agreement, or termination of the agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of

the following has occurred:

- (1) Contractor has made false certification; or

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- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

26. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE



DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING:

Contractor

shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV and AIDS for the purpose of educating and training agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of agency staff may include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter.

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C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Consider priority admission for all applicants who identify as HIV/AIDS infected.

G. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

27. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder

through telephone directories, community resource directories and

program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service. Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in AP-54 association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to its publication, printing, duplication and implementation with this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, ADPA. To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people to provide information and reader service to non-English speaking individuals by employing qualified bilingual persons. These services shall include availability of non-English language written materials and qualified bilingual persons in public contact positions or interpreters to ensure the provision

of  
services and information.  
Contractor further agrees that all public announcements,  
literature, audiovisuals, and printed material developed or  
acquired by Contractor or otherwise, in whole or in part,  
under  
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this Agreement, and all works based thereon, incorporated  
therein,  
or derived therefrom, shall be the sole property of County.  
Contractor hereby assigns and transfers to County in  
perpetuity for all purposes all Contractor's rights, title,  
and  
interest in and to all such items, including, but not  
limited to,  
all unrestricted and exclusive copyrights and all renewals  
and  
extensions thereof.

With respect to any such items which come into existence  
after the commencement date of the Agreement, Contractor  
shall  
assign and transfer to County in perpetuity for all  
purposes,  
without any additional consideration, all Contractor's  
rights,  
title, and interest in and to all such items, including,  
but not  
limited to, all unrestricted and exclusive copyrights and  
all  
renewals and extensions thereof.

For the purposes of this Agreement, all such items shall  
include, but not be limited to, written materials (e.g.,  
curricula, text for vignettes, text for public service  
announcements for any and all media types, pamphlets,  
brochures,  
fliers), audiovisual materials (e.g., films, videotapes),  
and  
pictorials (e.g., posters and similar promotional and  
educational  
materials using photographs, slides, drawings, or  
paintings).

#### 28. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS:

Contractor agrees that any information, material,  
curricula,  
teachings, or promotions which are produced under this  
Agreement,

including but not limited to, those produced in audio, print, or  
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video, and which pertain to messages provided by Contractor's  
program to participants and the general public, shall all be  
produced in accordance with the requirements of Health and Safety  
Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall  
specifically contain a clear statement that promotes no unlawful  
use of alcohol or drugs and that the unlawful use of alcohol and  
drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video,  
or other materials planned for general public dissemination, for  
review upon ADPA's request.

29. PROPRIETARY RIGHTS: County shall have proprietary rights  
to any and all materials produced, distributed, or compiled under  
this Agreement. Such materials are the property of County and  
shall not be circulated outside Los Angeles County in whole or in  
part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and  
sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize  
others to use and reproduce such materials.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor and its subcontractor(s) recognize that health care  
facilities (e.g., residential health care facilities) maintained  
by County, and the participants that they serve, provide care that  
is essential to the residents of the communities they serve, and

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that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement

personnel after the effective date of this Agreement, Contractor

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shall give consideration for any such employment openings

to  
participants in the County's Department of Public Social  
Services  
Greater Avenues for Independence Program Participants for  
Employment ("GAIN") program, who meet Contractor's minimum  
qualifications for the open position. The County will refer  
GAIN  
participants by job category to the Contractor.

34. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE  
INFLUENCE:

Contractor shall ensure that no employee or physician  
performs  
services while under the influence of any alcoholic  
beverage,  
medication, narcotic, or other substance that might impair  
his/her  
physical or mental performance.

35. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES  
FOR EMPLOYMENT: To the degree permitted by Contractor's  
agreements

with its collective Bargaining Units, Contractor shall give  
the  
right of first refusal for its employment openings at  
Contractor's  
facility to qualified County employees who are laid-off or  
who

leave County employment in lieu of reduction under County's  
Civil

Service Rule 19, and who are referred to Contractor by  
Director

(including those on a County re-employment list). Such  
offers of

employment shall be limited to vacancies in Contractor's  
staff

needed to commence services under this Agreement, as well  
as, to

vacancies that occur during the Agreement term. Such offers  
of

employment shall be consistent with Contractor's current  
employment policies, and shall be made to any former or  
current

County employee who has made application to Contractor, and  
is

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qualified for the available position. Employment offers  
shall be

at least under the same conditions and rates of

compensations  
which apply to other persons who are employed or may be  
employed  
by Contractor. Former County employees who have been  
impacted by  
County's Civil Service Rule 19, and who are employed by  
Contractor  
shall not be discharged during the term of the Agreement  
except  
for cause, subject to Contractor's personnel policies and  
procedures, and agreement(s) with its Collective Bargaining  
Units.  
Contractor shall also give first consideration to laid-off  
or  
reduced County employees if vacancies occur at Contractor's  
other  
service sites during the Agreement term.  
Notwithstanding any other provision of this Agreement, the  
parties do not in any way intend that any person shall  
acquire any  
rights as a third party beneficiary of this Agreement.

36. RESOLICITATION OF BIDS OR PROPOSALS: Contractor  
acknowledges that County, prior to expiration or earlier  
termination of this Agreement, may exercise its right to  
invite  
bids or request proposals for the continued provision of  
the  
services delivered or contemplated under this Agreement.  
County  
and its Department of Health Services ("DHS") shall make  
the  
determination to resolicit bids or request proposals in  
accordance  
with applicable County and DHS policies.  
Contractor acknowledges that County may enter into a  
contract  
for the future provision of services, based upon the bids  
or  
proposals received, with a provider or providers other than  
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Contractor. Further, Contractor acknowledges that it  
obtains no  
greater right to be selected through any future invitation  
for  
bids or request for proposals by virtue of its present  
status as  
Contractor.

37. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

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(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and

in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by

County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.



38. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's

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right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

39. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to

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which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined. Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence AP-64 shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal

business hours to representatives of County for purposes of inspection or audit.

40. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the

performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to

time for quality assurance purposes, but not less than on an

annual basis. Such an evaluation will include, but not be limited

to, assessing Contractor's compliance with all contract terms and

performance standards. Contractor deficiencies or actions which

County determines are severe or continuing and that may place the

performance of this Agreement in jeopardy if not corrected will be

reported to the Board of Supervisors. The report will include a

improvement/corrective action measures to be taken by County and

Contractor. If improvement does not occur consistent with the

corrective action measures, County may terminate this Agreement or

impose other penalties as specified in this Agreement.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in

compliance with their court ordered child, family, and spousal

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support obligations in order to mitigate the economic burden

otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty

under this Agreement to comply with all applicable provisions of

law, Contractor warrants that it is now in compliance and

shall  
during the term of this Agreement maintain compliance with  
employment and wage reporting requirements as required by  
the  
Federal Social Security Act (42 U.S.C. Section 653a) and  
California Unemployment Insurance Code Section 1088.55, and  
shall  
implement all lawfully served Wage and Earnings Withholding  
Orders  
or Child Support Services Department ("CSSD") Notices of  
Wage and  
Earnings Assignment for Child or Spousal Support, pursuant  
to Code  
of Civil Procedure Section 706.031 and Family Code Section  
5246(b).  
Within thirty (30) calendar days of the effective date of  
this Agreement, Contractor shall submit to County's CSSD a  
completed Principal Owner Information ("POI") Form,  
incorporated  
herein by reference, along with certifications in  
accordance with  
the provisions of Section 2.200.060 of the County Code,  
that: (1)  
the POI Form has been appropriately completed and provided  
to the  
CSSD with respect to Contractor's Principal Owners; (2)  
Contractor  
has fully complied with all applicable State and Federal  
reporting  
requirements relating to employment reporting for its  
employees;  
and (3) Contractor has fully complied with all lawfully  
served  
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Wage and Earnings Assignment Orders and Notices of  
Assignment and  
will continue to maintain compliance. Such certification  
shall be  
submitted on the Child Support Compliance Program ("CSCP")  
Certification, also incorporated herein by reference.  
Failure of Contractor to submit the CSCP Certification  
(which  
includes certification that the POI Form has been submitted  
to the  
CSSD) to CSSD shall represent a material breach of contract  
upon  
which County may immediately suspend or terminate this

Agreement.

42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE

WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth

in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall

constitute a default by Contractor under this Agreement.

Without

limiting the rights and remedies available to County under any

other provision of this Agreement, failure to cure such default

within ninety (90) calendar days of written notice by County's

CSSD shall be grounds upon which County's Board of Supervisors may

terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County

places a high priority on the enforcement of child support laws

and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County

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Contractors to voluntarily post County's "L.A.'s ("Los Angeles")

Most Wanted: Delinquent Parents" poster in a prominent position

at Contractor's place of business. County's CSSD will supply

Contractor with the poster to be used.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier

termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by

Contractor with funds obtained pursuant to this Agreement and

shall deliver such supplies to County upon County's request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement

shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be AP-68 construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal

government, directly or indirectly, in whole or in part,  
and that  
Contractor will notify Director within thirty (30) calendar  
days  
in writing of: (1) any event that would require Contractor  
or a  
staff member's mandatory exclusion from participation in a  
Federally funded health care program; and (2) any  
exclusionary  
action taken by any agency of the Federal government  
against  
Contractor or one or more staff members barring it or the  
staff  
members from participation in a Federally funded health  
care  
program, whether such bar is direct or indirect, or whether  
such  
bar is in whole or in part.

Contractor shall indemnify and hold County harmless against  
any and all loss or damage County may suffer arising from  
any

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Federal exclusion of Contractor or its staff members from  
such  
participation in a Federally funded health care program.  
Failure by Contractor to meet the requirements of this  
Paragraph shall constitute a material breach of contract  
upon  
which County may immediately terminate or suspend this  
Agreement.

#### 49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has  
demonstrated the attribute of trustworthiness, as well as  
quality, fitness, capacity, and experience to  
satisfactorily

perform the contract. It is County's policy to conduct  
business only with responsible contractors.

B. Contractor is hereby notified that, in accordance  
with Chapter 2.202 of the County Code, if County acquires  
information concerning the performance of Contractor under  
this Agreement or other contracts, which indicates that  
Contractor is not responsible, County may, in addition to  
other remedies provided under this Agreement, debar  
Contractor from bidding on County contracts for a specified  
period of time not to exceed three (3) years, and  
terminate this Agreement and any or all existing contracts  
Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any AP-70

act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or

practice which negatively reflects on same, (3) committed an

act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain

a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board AP-71

shall be presented to the Board of Supervisors. The Board of

Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require

each subcontractor to notify its employees, that they may be



eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996

and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment

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services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations

relate to transactions and code sets, privacy, and security.

Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these

areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED

TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY

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FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY

(INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE

TO COMPLY WITH HIPAA.

53. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance

entitled Contractor Employee Jury Service ("Jury Service Program")

as codified in Sections 2.203.010 through 2.203.090 of the Los

Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of

the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum

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of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days

or less within a 12-month period are not considered full-time

for purposes of the Jury Service Program. If Contractor uses

any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the

provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall

have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In

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either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Contract

and

at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for

an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole

discretion, terminate the Contract and/or bar Contractor from

the award of future County contracts for a period of time consistent with the seriousness of the breach.

54. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against

County for payment of any money or reimbursement, of any kind

whatsoever, for any service provided by Contractor after the

expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify

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County and shall immediately repay all such funds to County.

Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

County's right to recover such payment from Contractor.

This

provision shall survive the expiration or other termination of

this Agreement.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW: The Contractor shall notify and provide to its employees,

and shall require each subcontractor to notify and provide to its

employees, a fact sheet regarding the Safely Surrendered

Baby Law,  
its implementation in Los Angeles County, and where and how  
to  
safely surrender a baby. The fact sheet is set forth in  
Attachment II of this Contract and is also available on the  
Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO  
THE  
SAFELY SURRENDERED BABY LAW: The Contractor acknowledges  
that the  
County places a high priority on the implementation of the  
Safely  
Surrendered Baby Law. The contractor understands that it is  
the  
County's policy to encourage all County Contractors to  
voluntarily  
post the County's "Safely Surrendered Baby Law" poster in a  
prominent position at the Contractor's place of business.  
The  
Contractor will also encourage its Subcontractors, if any,  
to post  
this poster in a prominent position in the Subcontractor's  
place  
of business. The County's Department of Children and Family  
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Services will supply the Contractor with the poster to be  
used.

03/13/2003

CD2753.LVB

ADCD01948.LVB 04/10/2002

#### EXHIBIT

#### ALCOHOL AND DRUG RESIDENTIAL SERVICES

(Proposition 36)

1. DEFINITION: Alcohol and drug residential services is a  
twenty-four (24) hour residential program where recovery  
services, and/or specialized recovery services are made  
available  
to persons who have alcohol and/or drug problems. Program  
participants are to be involved in no less than six (6)  
hours of  
planned treatment and recovery activities per day under the  
supervision of trained staff.  
Specialized recovery services may include therapeutic  
intervention by professional staff such as Licensed  
Clinical  
Social Workers, Marriage and Family Therapists, and Doctors  
of  
Philosophy.

The alcohol and drug residential services program is an accessible resource to the community for information about alcohol and drug related issues, referrals to appropriate alcohol and drug services, and opportunities for volunteer activity.

2. PERSONS TO BE SERVED: Persons to be provided residential alcohol and drug services are individuals residing in Los Angeles County, who are deemed to be eligible for treatment services and referral by a community assessment and service

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center. Unless a specific special population(s) is identified

immediately below, residential services will be made available to

men and women of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are)

. The program will serve:

males/ females. The age group(s) to be served is(are)

.

Duration of participation as a resident by any individual shall not exceed days without prior written approval of the Director.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where residential alcohol

and drug services are to be provided, and the days and hours of

operation for reception and program entry, or when services are

to be provided herein, are as follows:

Facility 1 is located at

. Contractor's facility telephone number is ( ) and facsimile/FAX number is ( ) .

Contractor's facility days and hours of operation are

.

Facility 2 is located at

. Contractor's facility telephone number is ( ) and facsimile/FAX number is ( ) .

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Contractor's facility days and hours of operation are

.

Contractor shall obtain prior written approval from Director

at least thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) days prior to the effective date(s) thereof.

4. MAXIMUM OBLIGATION:

A. During the period of , through June 30, 2003, that portion of the maximum obligation of County which

is allocated under this Exhibit for alcohol and drug residential services is

Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2003, through June 30, 2004, that portion of the maximum obligation of County which

is allocated under this Exhibit for alcohol and drug residential services is

Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

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C. During the period of July 1, 2004, through June 30, 2005, that portion of the maximum obligation of County which

is allocated under this Exhibit for alcohol and drug residential services is

Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

D. During the period of July 1, 2005, through June 30, 2006, that portion of the maximum obligation of County which

is allocated under this Exhibit for alcohol and drug residential services is

Dollars (\$ ). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor

for services provided to participants under this Agreement,  
as  
set forth in the PAYMENT Paragraph of the ADDITIONAL  
PROVISIONS  
of this Agreement and in accordance with the reimbursement  
dollar  
amounts, as set forth in the Schedule(s), referred to above  
and  
attached hereto.

For the period of , 2003 through December 31,  
2003, County agrees to compensate Contractor for services  
provided to participants under this Agreement, for actual  
reimbursable costs as set forth in the Schedule(s) and  
Budget(s)

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referred to above, and attached hereto, as such costs are  
reflected in Contractor's billing statement.

For the period of January 1, 2004 through June 30, 2006,  
County agrees to compensate Contractor for services  
provided to

participants under this Agreement, at the fee-for-service  
rate

for each resident day or portion thereof, as set forth in  
the

Schedule(s) referred to above, and attached hereto.

For purposes of this Agreement, the definition of "resident  
day" is a twenty-four (24) hour period during which a  
specified

licensed bed is assigned to and occupied by a registered  
participant.

County shall reimburse Contractor for the total days that a  
registered participant stays in a program, including the  
first

day, but not the last day. If a registered participant  
stays in

the program only a portion of one (1) day, and if sobering  
services are provided that person, County shall pay  
Contractor

for one (1) resident day if said person remains in the  
program at

least three (3) hours after being registered.

#### 6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County  
participants as described and as summarized in Contractor's  
"Statement of Work" form, attached hereto and incorporated  
herein

by reference. Contractor shall be responsible for



submitting the

Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder.

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Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the

provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed

towards individual participants, Contractor shall also have an

additional goals and objectives statement that describes the

specific effects on a participant's behavior and health status

that Contractor's services are expected to produce in a stated

percentage of the participant population to be served.)

Each

goal and objective shall include a timetable and a completion

date, which shall not exceed the term of this Agreement.

Program

goals and objectives shall be submitted by Contractor within

thirty (30) days following the execution of this Agreement for

approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program

activities, to evaluate the effectiveness of the service (i.e.,

program) provided by Contractor under this Agreement, and to

modify, as required, either Contractor's program operations or

Contractor's treatment outcome expectations (when services are

directed towards individual participants) to improve services

received under this Agreement.

As a result of Federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may,

at its sole discretion, require Contractor to participate

in

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County-authorized process and outcome evaluations.

Evaluation

requirements may include, but are not limited to,

interviews of

program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and

staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los

Angeles County Participant Reporting System for both intake and

discharge information reported on participants; the reporting of

services received by selected participants; and other activities

to meet established standards for the conduct of evaluations of

acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality

assurances and will be conducted under applicable Federal and

State law with appropriate Institutional Review Board (human

subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of

County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation and Outcome Reporting Program, as requested by the

County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the

administration of standardized evaluation and outcome reporting

instruments. Contractor will be reimbursed at its prevailing

rate for staff participation in program activities. Failure of

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Contractor to participate in this program as described in

this

Paragraph, shall constitute a material breach of contract and

this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, alcohol and drug use, criminal (if any) and medical history;

participant identification data; diagnostic studies, if appropriate; a recovery and treatment plan which includes short

and long term goals generated by staff and participant; assignment of a primary counselor; description of type and frequency of services including support services to be provided;

a record of client interviews and any other intake information

determined by the County as necessary for program evaluation

purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for

program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation,

conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. EMERGENCY MEDICAL TREATMENT: Participants treated hereunder who require emergency medical treatment for physical

illness or injury shall be transported to an appropriate medical

facility. The cost of such transportation as well as the cost of

emergency medical care shall not be a charge to County nor

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reimbursable to Contractor hereunder. Contractor shall have a

current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency

services as appropriate. Copy(ies) of such written agreement(s)

shall be sent to ADPA.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide a basic core of residential alcohol and drug services (in addition to the services as listed in other parts of this Agreement), which shall be in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:

- A. Conduct intake and comprehensive assessment of participant's physical and emotional health; alcohol and/or drug use; vocational/educational, legal, housing, family/interpersonal, and recreational needs.
- B. Provide recovery and treatment planning and an intensive residential stay, including room and meals.
- C. Provide individual, group, family, and collateral counseling in accordance with the participant's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.
- D. Host, or refer participants to, self-help groups.
- E. Provide social and recreational activities for residents (i.e., participants).

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- F. Provide, or arrange referral to, vocational counseling, training, and skills development.
- G. Coordinate with other agencies, including criminal justice agencies involved with alcohol and drug programs.
- H. Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.
- I. Refer participant, including homeless participant, for any service deemed appropriate for contributing to participant's rehabilitation, including residential detoxification and to social services and mental health programs. Such services shall not be a charge to County nor reimbursable to Contractor hereunder.
- J. Assist with exit planning to ensure that participant has support in recovery, including transition to community services.
- K. Notify the appropriate referral agency when any participant is considered for discharge and include an appropriate entry on exit plan for participant.
- L. Conduct follow-up on former participants in accordance with Contractor's written policies and procedures which shall be approved by Director prior to commencement of

this Agreement. Contractor shall attempt to contact any participant who has been a resident of Contractor's alcohol and drug residential services program for a minimum period

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of thirty (30) days and who has left the program for any reason. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs,

and to advise the participant relative thereto. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: 1) participant's willingness to respond to Contractor's follow-up efforts, 2)

status of participant's alcohol and drug use, 3) status of his/her current employment, and 4) history of arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at time of participant's admission to the alcohol and drug residential services program.

M. Conduct body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each participant's emission of the urine collected to be observed

by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

N. If specialized recovery services are provided hereunder, Contractor shall perform additional specific services as listed in the Statement of Work attached to this

Exhibit.

O. Contractor shall provide additional specific services, in accordance with the Treatment Program

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Procedures for Proposition 36 participants, as outlined in Attachment I, attached hereto and incorporated herein by reference.

10. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of beds licensed by the State in the facility(ies) identified in this Exhibit is as follows:  
Facility 1: Facility 2: .

B. The total number of beds to be used by program participants served under this Exhibit is as follows:  
Facility 1: Facility 2: .

C. The total bed capacity to be used by program residents during the term of this Agreement is (Item B

x 365 days).

D. During the term of this Agreement, Contractor shall maintain an occupancy level of percent of the total bed capacity.

E. Contractor shall provide a minimum of resident day units of service during the Agreement term (Item C x Item D).

11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly

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into the County's automated LACPRS database. In order to access the Treatment Courts and Probation eXchange (TCPX) web-based system for Proposition 36, Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

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(COST)

SCHEDULE (1 of 5)

ALCOHOL AND DRUG RESIDENTIAL SERVICES

(Proposition 36)

Period of

(\_\_/\_\_/03-

06/30/03)

1. Maximum Allocation .....	\$
2. Projected Revenues .....	\$
3. Projected Total Gross Program Cost .....	\$
(Item 1 plus Item 2)	
4. Maximum Monthly Amount/Allocation .....	\$

(Item 1 divided by the number of  
months in applicable period)

5. Projected Units of Service.....

(Resident Days)

04/16/2003

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(COST)

BUDGET (2 of 5)

ALCOHOL AND DRUG RESIDENTIAL SERVICES

( , 2003 through June 30, 2003)

(Proposition 36)

ITEM AMOUNT

Salaries \$

Facility Rent/Lease

Equipment Leases

Services and Supplies

Administrative Overhead

Gross Budget\* \$

\* Contractor may revise the amount of any existing line  
item(s)

by a maximum of ten percent (10%) of the gross budget  
without

prior written approval, and not more than twenty-five (25%)  
of

the gross budget with prior written approval from Director  
or

his authorized designee. Therefore, any increase in any  
line

item(s) of the budget shall be offset by a corresponding  
decrease in the other line item(s) of the budget. In any  
event, any revisions made in the gross budget, shall not  
result in any increase in the maximum obligation during the  
non-provisional period of this Agreement.

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(COST)

SCHEDULE (3 of 5)

ALCOHOL AND DRUG RESIDENTIAL SERVICES

(Proposition 36)

Period of

(07/01/03-

12/31/03)

1. Maximum Allocation ..... \$

2. Projected Revenues ..... \$

3. Projected Total Gross Program Cost ..... \$  
 (Item 1 plus Item 2)  
 4. Maximum Monthly Amount/Allocation ..... \$  
 (Item 1 divided by the number of  
 months in applicable period)  
 5. Projected Units of Service.....  
 (Resident Days)  
 04/16/2003  
 ADCD2807.LVB  
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 (COST)  
 BUDGET (4 of 5)  
 ALCOHOL AND DRUG RESIDENTIAL SERVICES  
 (July 1, 2003 through December 31, 2003)  
 (Proposition 36)  
 ITEM AMOUNT  
 Salaries \$  
 Facility Rent/Lease  
 Equipment Leases  
 Services and Supplies  
 Administrative Overhead  
 Gross Budget\* \$  
 \* Contractor may revise the amount of any existing line  
 item(s)  
 by a maximum of ten percent (10%) of the gross budget  
 without  
 prior written approval, and not more than twenty-five (25%)  
 of  
 the gross budget with prior written approval from Director  
 or  
 his authorized designee. Therefore, any increase in any  
 line  
 item(s) of the budget shall be offset by a corresponding  
 decrease in the other line item(s) of the budget. In any  
 event, any revisions made in the gross budget, shall not  
 result in any increase in the maximum obligation during the  
 non-provisional period of this Agreement.  
 04/16/2003  
 ADCD2807.LVB  
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 (FFS)  
 SCHEDULE (5 of 5)  
 ALCOHOL AND DRUG RESIDENTIAL SERVICES  
 Period of Period of Period of  
 (01/01/04- (07/01/04- (07/01/04-  
 06/30/04) 06/30/05) 06/30/06)



1. Units of Service.....  
(Resident Day)
2. Maximum Allocation..... \$ \$ \$
3. Projected Revenue..... \$ \$ \$
4. Projected Total Gross Program Cost..... \$ \$ \$  
(Item 2 plus Item 3)
5. Projected Gross Program Cost per Resident Day.. \$ \$ \$  
(Item 4 divided by Item 1)
6. Fee-For-Service Rate per Resident Day..... \$ \$ \$  
(Item 2 divided by Item 1)
7. Maximum Monthly Amount/Allocation..... \$ \$ \$  
(Item 2 divided by the number of  
months in applicable period)

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(Name of Agency)

(Contract No. ; Exhibit )

STATEMENT OF WORK

ALCOHOL AND DRUG RESIDENTIAL SERVICES

(Proposition 36)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement

(i.e., statement of work or mission statement) which describes

the services to be provided by Contractor and the overall goal(s)

and/or objective(s) that such services will achieve.

Services and Overall Goal:

.

A detailed description, including a timetable, of the services to

be provided and the program goals and objectives to be achieved,

as they relate to the Services and Overall Goal statement above

shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

04/16/2003

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Attachment I

**TREATMENT PROGRAM PROCEDURES**

The contracted Community Assessment Service Centers

("CASCs")  
shall conduct individual assessments for eligible Substance Abuse  
and Crime Prevention Act of 2000 ("Proposition 36")  
participants.

The Addiction Severity Index, a nationally recognized  
substance  
abuse assessment instrument, shall be used by all CASCs and  
treatment providers to initially assess participants and to  
monitor participant treatment outcomes. The CASCs shall  
make  
referrals to community-based treatment providers which will  
allow  
the participant to access the level of treatment services  
and  
other needed human services commensurate with the severity  
of the  
conditions identified.

Treatment services shall consist of a three-level system  
increasing in duration and intensity depending on the  
assessed  
severity of the participant's substance abuse problem.

Minimum  
duration is three (3) months for the lowest level of  
severity,  
six (6) months for mid-level severity and nine (9) months  
for the  
most severe level. All levels of treatment shall included  
drug  
testing.

1. Level I - Minimum participation in treatment is three  
(3)

months: Proposition 36 participants requiring a low level  
of

outpatient treatment shall receive services which, at a  
minimum

shall include:

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- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Individual, family and/or group counseling sessions,  
including alcohol and other drug education;
- D. Participation in self-help meetings;
- E. Individualized treatment as appropriate (e.g.,  
perinatal, dual-diagnosis, special needs);
- F. Referral to alcohol and drug free living facilities,  
as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

the completion of three (3) months. Based on the assessment of

the treatment provider and in collaboration with Probation and

- 3 -

the Court, the services within this level may be adjusted as

deemed appropriate by the designated Proposition 36 Court.

2. Level II - Minimum duration in treatment services is six (6) months: Participants may require one or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a nonresidential

facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

(1) Replacement narcotic therapy;

(2) Evaluation of medical, employment, alcohol, criminal and psychological problems;

(3) Screening for diseases that are disproportionately represented in the opiate abusing population;

(4) Monitoring for illicit drug use;

(5) Counseling by addiction counselors that are evaluated through ongoing supervision; and

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(6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Day care Habilitative Treatment Services - A planned program of services in a social setting structure to maximize recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than 24-hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twentyfour (24) hour live-in program with structured treatment and recovery services.

All participants in Level II shall receive the following services:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Participation in self-help meetings;
- D. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- E. Referral to alcohol and drug free living facilities, as appropriate;
- F. Provision of, or referral and follow-up for, supplemental treatment services including literacy training,

- 5 -

vocational counseling, mental health services, and health services;

- G. Random, observed drug testing;
- H. Thirty (30) day initial treatment plan to Probation/Court; and
- I. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the

Court, the services within this level may be adjusted as deemed

appropriate by the designated Proposition 36 Court.

3. Level III - Minimum duration in treatment services is nine (9) months: Participants may require one (1) or more

of the

following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a nonresidential

facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a

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documented history of unsuccessful treatment attempts.

Services shall include:

(1) Replacement narcotic therapy;

(2) Evaluation of medical, employment, alcohol, criminal and psychological problems;

(3) Screening for diseases that are disproportionately represented in the opiate abusing population;

(4) Monitoring for illicit drug use;

(5) Counseling by addiction counselors that are evaluated through ongoing supervision; and

(6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Day care Habilitative Treatment Services - A planned program of services in a social setting structure to maximize

recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than twenty-four (24) hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twentyfour (24) hour live-in program with structured treatment and recovery services.

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All participants in Level III shall receive the following services:

A. Intake, orientation, and evaluation;

B. Development of a treatment plan;

C. Admission into a detoxification program, as appropriate;

D. Participation in self-help meetings;

E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);

F. Referral to alcohol and drug free living facilities,

as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Monthly Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the

submission of an initial treatment plan within the first thirty

[30] days), and the participant's progress shall be reassessed at

three (3) month intervals. Based on the assessment of the

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treatment provider and in collaboration with Probation and the

Court, the services within this level may be adjusted as deemed

appropriate by the designated Proposition 36 Court.

4. Aftercare Services: All Proposition 36 participants, regardless of level, shall participate in six (6) months of aftercare or continuing care. Aftercare can occur in a variety

of settings, such as periodic outpatient meetings, relapse/recovery groups, self-help groups, and half-way houses.

Services may include relapse prevention, alumni activities and

mentorship programs.

5. Changes of Level of Services: Depending upon each individual's progress, or lack thereof, changes in the level of

treatment may be needed. Each treatment provider is responsible

for providing timely reports to Probation and/or the Court regarding the participant's progress, and Probation is responsible for relaying this information along with a report on

the participant's compliance with his/her conditions of probation

to the Court. Reports from the provider shall be transmitted

electronically. Positive drug test or non-compliance with treatment plans shall be reported within forty-eight (48) hours.

Services shall be modified to meet the individual needs of the

participant. Recommendations for increased or decreased levels

of treatment or the participant's amenability to treatment, shall

be made jointly by the Deputy Probation Officer and treatment

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counselor. The Courts shall be notified of a change in the level

of services and/or the participant may be returned to Court for a

change of level order, as appropriate.

06/21/2002

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